



PATENT

UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: James J. Alwan

Serial No.: 09/775,920

Examiner: Unassigned

Filed: February 2, 2001

Group Art Unit: 2871

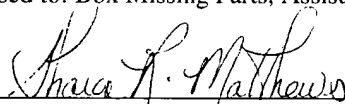
For: METHOD FOR MANUFACTURING A FLAT PANEL DISPLAY
USING LOCALIZED WET ETCHING

Atty. Docket No.: 100.718.419 (MIC-77)

Assistant Commissioner for Patents
Washington, D.C. 20231

CERTIFICATE OF MAILING UNDER 37 CFR § 1.8(a)

I hereby certify that this document is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box Missing Parts, Assistant Commissioner for Patents, Washington, D.C. 20231, on September 20, 2001.


Sharon R. Matthews

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF THE NON-SIGNING INVENTOR

By signing below, I, Rajesh Vallabh, hereby declare the following:

1. I am a patent attorney at Hale and Dorr LLP. My registration number is 35,761. I am making this declaration in support of the Petition Pursuant to 37 CFR § 1.47(b) filed herewith.
2. I prepared a patent application directed to an invention described in an invention disclosure document submitted by Mr. Alwan entitled "Localized Wet Etch For Use in Flat Panel Display Manufacture" (the "Invention"). On August 4, 1999, I mailed a letter (Exhibit A) with a copy of the application to Mr. Alwan at his then known address, 2014 S. Myers Street, Boise, Idaho, 83706. Mr. Alwan did not reply to this letter.
3. On August 31, 1999, I attempted to contact Mr. Alwan by telephone at his then known home telephone number (208-383-0772). I left a message on an answering machine, which was not returned.

4. On February 10, 2000, I filed the application as a provisional patent application. The application was assigned serial no. 60/181,619 (the '619 application).
5. On February 2, 2001, I filed the application as a non-provisional patent application. The application was assigned application serial no. 09/775,920 (the '920 application).
6. On April 5, 2001, I mailed a copy of the '920 application and an inventor's declaration document to Mr. Alwan at 15523 Wyeport Road, Ramona, California, 92065, which is believed to be his current address. In the covering letter (Exhibit B), I asked Mr. Alwan to execute the declaration document. There was no reply to this letter. The package, was not returned to sender, and upon inquiry to the United States Postal Service, it was discovered that the letter was refused by Mr. Alwan on April 10, 2001.
7. On June 9, 2001, I mailed another copy of the '920 application and an inventor's declaration document to Mr. Alwan at the 15523 Wyeport Road, Ramona, California, 92065 address. In the covering letter I again asked Mr. Alwan to execute the declaration document. This package was returned marked "unclaimed." (Exhibit C).
8. In summary, despite repeated attempts to contact him, Mr. Alwan has not communicated with me regarding the '920 application and the inventor's declaration.
9. Acceptance of this petition is needed to prevent irreparable damage or preserve the rights of the parties. Specifically, the filing date of the '920 application is needed to preserve a claim of priority to the '619 application.
10. I declare further that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true, and further that the statements are made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the patent application or any patent issuing therefrom.

Date: 9-20-01



Rajesh Vallabh

HALE AND DORR LLP
C O U N S E L L O R S A T L A W

60 STATE STREET, BOSTON, MASSACHUSETTS 02109
617-526-6000 • FAX 617-526-5000

RAJESH VALLABH
617-526-6505
rajesh.vallabh@haleanddorr.com

August 4, 1999

BY REGISTERED MAIL
RETURN RECEIPT REQUESTED
Z 258 568 450

Mr. James J. Alwan
2014 S. Myers Street
Boise, ID 83706

Re: U.S. Patent Application for METHOD FOR
MANUFACTURING A FLAT PANEL DISPLAY
USING LOCALIZED WET ETCHING
Micron File No. 98-667
Our File No. 100.718.419/MIC-77

Dear Mr. Alwan:

I have enclosed a copy of the patent application we prepared for the above-identified invention. Please carefully review the application for accuracy and completeness. Also, please give me your comments on the questions I have raised on page 8 of the application.

Once you have reviewed the application, please telephone me as soon as possible at 617-526-6505 so that we can finalize the application. Alternatively, please indicate your comments and any changes directly in the application and return it to me in the enclosed self-addressed, stamped envelope.

Thank you for your prompt attention to this matter.

Sincerely,



Rajesh Vallabh
Admitted in New York

RV:sdm
Enclosures

cc: Ms. Trish Homan-Haider (w/encl - 3 copies)
Wayne M. Kennard, Esq. (w/o encl)
Ms. Tina Dougal (w/o encl)

VALLABH -- 100.718.419/MIC-77
Z 258 568 450

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to	
JAMES J ALWAN	
Street & Number	
2014 S MYERS STREET	
Post Office, State, & ZIP Code	
BOISE ID 83706	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	
Postmark or Date	

PS Form 3800, April 1995

HKD

HALE AND DORR LLP
C O U N S E L L O R S A T L A W

www.haledorr.com

60 STATE STREET • BOSTON, MA 02109
617-526-6000 • FAX 617-526-5000

RAJESH VALLABH

617-526-6505
rajesh.vallabh@haledorr.com

April 5, 2001

By Certified Mail Return Receipt Requested

Mr. James Alwan
15523 Wyeport Road
Ramona, California 92065

Re: U.S. Patent Application Serial No. 09/775,920
METHOD FOR MANUFACTURING A FLAT PANEL DISPLAY
USING LOCALIZED WET ETCHING
Filed: February 2, 2001
Micron Docket No.: 98-0667
Our Ref.: 100.718.419 (MIC-77)

Dear Mr. Alwan:

I enclose for your reference (1) a copy of the above-identified patent application (including 9 pages of specification, 4 pages of claims, 1 page of abstract, and 2 sheets of drawings) for which you are an inventor.

I have also enclosed a Declaration that should be filed in the Patent Office in connection with the application. Please sign the Declaration and return it to me in the enclosed prepaid Federal Express envelope.

Thank you for your kind cooperation.

Very truly yours,



Rajesh Vallabh

Enclosures

cc: Ms. Trish Homan-Haider

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James Alwan
15523 Wyeport Road
Ramona, CA 92065

MIC-77

2. Article Number (Copy from service label)

7000 0600 0028 7350 2127

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

D. Is delivery address different from item 1? If YES, enter delivery address below

☐ Agent
☐ Addressee
☐ Yes
☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

TINA DOUGAL

LOG 02206 7350 2127

Postage \$

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Tr

Rel

Str

City

James Alwan
15523 Wyeport Road
Ramona, CA 92065

MIC 77

PS Form 3800, February 2000

See Reverse for Instructions

James Alwan
15523 Wyeport Road
Ramona, CA 92065

HALE AND DORK LLP
60 STATE STREET
BOSTON, MASSACHUSETTS 02109





Track/Confirm - Intranet Item Inquiry - Domestic

Item: 7000 0600 0028 7350 2127

Destination	Zip: 92065	City: RAMONA	State: CA
Origin	Zip:	City:	State:

Event	Date	Time	Location
REFUSED	04/10/2001	10:38	RAMONA CA 92065
<u>Request Delivery Record</u>			
NOTICE LEFT	04/09/2001	14:37	RAMONA CA 92065

Enter Request Type and Item Number:

Quick Search ☒ Extensive Search ☐Explanation of Quick and Extensive Searches

Item Number:

Submit

Inquire on multiple items.

MAILING OFFICE: Postmark if Return Receipt was paid for at time of mailing.

CUSTOMER: Complete unshaded area (items 1-6) and enter your name and address on the reverse.

- ☐ 1. Return receipt WAS NOT paid for at time of mailing.
- ☒ 2a. Return receipt WAS paid for at time of mailing.
- ☒ 2b. Return receipt showing addressee's address WAS paid for at time of mailing.

Page.

3. Article Addressed To:

James Alwan
15523 Wyeport Road
Ramona, CA 92065

Attach fee as shown in DMM if return receipt was not paid for at time of mailing.

4. Article Number
7000 0600 0028 7350 2127

5. Mailing Date

4/5/01

6. Type of Service

☐ COD ☒ Certified ☐ Numbered Insured ☐ Return Receipt for Merchandise ☐ Express Mail ☐ Registered

7. Delivery Office Postmark

8. Delivered to the following individual, company, or organization:

Article was Refused

11. Postal Records Show:

☐ Delivery was made
☒ Delivery was not made

10. Address (Complete only if item 2b is checked)

12. Clerk's Initials

Exhibit C

HALE AND DORR LLP
C O U N S E L L O R S A T L A W

www.haledorr.com

60 STATE STREET • BOSTON, MA 02109

617-526-6000 • FAX 617-526-5000

RAJESH VALLABH

617-526-6505

rajesh.vallabh@haledorr.com

July 9, 2001

By Certified Mail Return Receipt Requested

Mr. James Alwan
15523 Wyeport Road
Ramona, CA 92065

Re: U.S. Patent Application Serial No. 09/775,920
METHOD FOR MANUFACTURING A FLAT PANEL DISPLAY USING
LOCALIZED WET ETCHING
Filed: February 2, 2001
Micron Docket No.: 98-0667
Our Ref.: 100.718.419

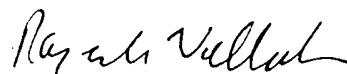
Dear Mr. Alwan:

As we have attempted to reach you previously by mail on April 15, 2001 and cannot confirm that you received our letter, we are enclosing for your reference (1) a copy of the above-identified patent application (including 9 pages of specification, 4 pages of claims, 1 page of abstract, and 2 sheets of drawings) for which you are an inventor.

I have also enclosed a Declaration that should be filed in the Patent Office in connection with the application. Please sign the Declaration and return it to me in the enclosed prepaid Federal Express envelope.

Thank you for your kind cooperation.

Very truly yours,



Rajesh Vallabh

RV:kmg
Enclosures

cc: Ms. Nancey Hammond (without enclosures)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. James Alwan
15523 Wyeport Road
Ramona, CA 92065

2. Article Number (Copy from service label)

7000 1670 0010 8769 6147

PS Form 3811, July 1999

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

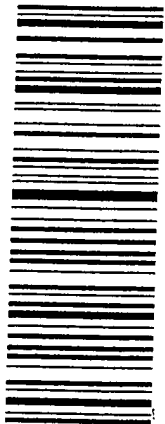
X

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ YesPLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE**CERTIFIED MAIL**7000 1670 0010 8769 6147
7000 1670 0010 8769 6147**U.S. Postal Service****CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To

Mr. James Alwan

Street, Apt. No., or PO Box No.

15523 Wyeport Road

City, State, ZIP+4

Ramona, CA 92065

PS Form 3800, May 2000

See Reverse for Instructions

Mr. James Alwan
15523 Wyeport Road
Ramona, CA 92065

By Certified Mail Return Receipt Requested

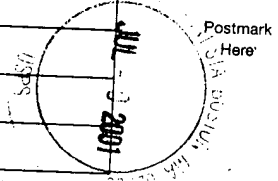
Client Micron Technology	Date July 9, 2001	Amount
Matter Mic 77	Client/Matter No. 100718-419	
Addressee Mr. James Alwan/15523 Wyeport Road/Ramona CA 92065		
Attorney Rajesh Vallabh	Atty. No. 1255	
SERVICE REQUIRED		
First Class Mail Over \$1.00 <input type="checkbox"/>	Overnight Mail <input type="checkbox"/>	
Certified Mail <input checked="" type="checkbox"/>	• Federal Express Only <input type="checkbox"/>	
Registered Mail <input type="checkbox"/>	• No Signature Required <input type="checkbox"/>	
Hand Delivery <input type="checkbox"/>	• Saturday Delivery <input type="checkbox"/>	

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 1670 0010 8769 6147

OFFICE OF THE CLERK OF THE HOUSE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



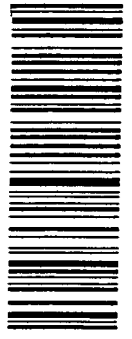
Sent To
Mr. James Alwan
Street, Apt. No., or PO Box No.
15523 Wyeport Road
City, State, ZIP+4
Ramona, CA 92065

T. Dwyer

WILLIAM DORR

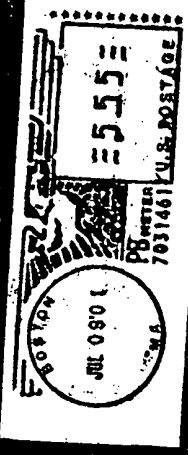
10 STATE STREET
BOSTON, MASSACHUSETTS 02109

4479 698 0100 0291 0002



CERTIFIED MAIL

PLACE SLICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS
FOLD AT DOTTED LINE



*No fixup
7-13-01*

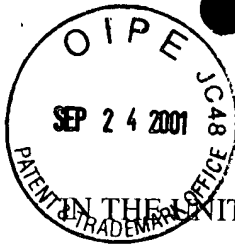
Mr. James Alwan
15523 Airport Road
Ramona, CA 92065



By Certified Mail Return Receipt Requested

7/28/01

NOTICE



PATENT

Applicant: James J. Alwan

Serial No.: 09/775,920 Examiner: Unassigned

Filed: February 2, 2001 Group Art Unit: 2871

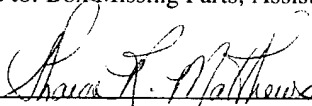
For: METHOD FOR MANUFACTURING A FLAT PANEL DISPLAY
USING LOCALIZED WET ETCHING

Atty. Docket No.: 100.718.419 (MIC-77)

Assistant Commissioner for Patents
Washington, D.C. 20231

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I hereby certify that this document is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Box-Missing Parts, Assistant Commissioner for Patents, Washington, D.C. 20231, on September 20, 2001.


Sharon R. Matthews


**STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON SIGNING
ON BEHALF OF NON-SIGNING INVENTOR**

By signing below, I, Michael L. Lynch, hereby declare the following:

1. I am signing the declaration for the above-identified application on behalf of the non-signing inventor, James J. Alwan. I make this statement as to the facts establishing Micron Technology, Inc.'s proprietary interest in the application.
2. As of the date I signed the declaration for this application, the proprietary interest in this invention belongs to Micron Technology, Inc. having an address at 8000 South Federal Way, Boise, Idaho 83707.
3. I am authorized to sign this statement on behalf of Micron Technology, Inc., my title being Chief Patent Counsel.

4. Mr. Alwan was employed at Micron Display Technology, Inc. and/or Micron Technology, Inc. (collectively, "Micron") from September 14, 1994 to October 30, 1998. His employment with Micron was terminated by Micron on October 30, 1998.
5. While Mr. Alwan was employed at Micron, he submitted an invention disclosure document to Micron stating that he was an inventor of an invention (the "Invention") entitled "Localized Wet Etch For Use in Flat Panel Display Manufacture". Mr. Alwan signed the invention disclosure document on May 28, 1998.
6. I establish the proprietary interest by attaching a copy of an agreement (Exhibit A) whereby Mr. Alwan agreed to assign this invention to Micron Display Technology, Inc. or any of its affiliated companies. Micron Display Technology, Inc. was merged into Micron Technology, Inc. A copy of the certificate of merger is attached. (Exhibit B)
7. In accordance with 37 C.F.R. 3.73, the assignee hereby states that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.
8. Acceptance of this petition is needed to prevent irreparable damage or preserve the rights of the parties. Specifically, the filing date of the above-referenced application is needed to preserve a claim of priority to an earlier provisional patent application (U.S. Patent Application Serial No. 60/181,619).
9. I declare further that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true, and further that the statements are made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the patent application or any patent issuing therefrom.

Date: 9/18/00



Michael L. Lynch

MICRON DISPLAY TECHNOLOGY, INC.

ASSIGNMENT OF INVENTIONS, RIGHTS, AND CONFIDENTIAL INFORMATION AGREEMENT

In consideration of my employment by MICRON DISPLAY TECHNOLOGY, INC. or any of its affiliated companies (hereinafter, collectively referred to as the employer), I hereby agree as follows:

1. With respect to discoveries, concepts, processes, diagrams, methods, formulae, ideas, and techniques (all hereinafter collectively called "inventions") made or conceived by the employee, whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such inventions by written report setting forth in detail the procedures employed and results achieved. A report will be submitted by the employee upon completion of any studies or research project undertaken on the employer's behalf, whether or not in the employee's opinion a given project has resulted in an invention.

b) The employee shall apply at the employer's request and expense, for U.S. and foreign letters patent either in the employee's name or otherwise as the employer shall desire.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such inventions and to applications for U.S. and foreign letters patent and U.S. and/or foreign letters patent granted upon such inventions.

d) The employee shall acknowledge and deliver promptly to the employer, without charge to the employer but at its expense, such written instruments and do such other acts such as giving testimony in support of the employer's inventorship as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign letters patent and to vest the entire right and title to the employer.

2. With respect to any material, diagrams, concepts, formulae, mask works, marks, documents, drawings, logos, or ideas (all hereinafter collectively called "material") which may be registered, trademarked, or copyrighted under any U.S. or foreign statute or procedure made or conceived by the employee whether or not during working hours of his employment or with the use of the employer's or its customers' facilities, materials, or personnel, either solely or jointly with others during employment by the employer if based on or related to subject matter within a field of interest to the employer, without royalty or any other consideration to him therefor:

a) The employee shall inform the employer promptly and fully of such material by written report.

b) The employee shall apply, at the employer's request and expense, for U.S. and foreign registrations, trademarks, or copyrights either in the employee's name or otherwise as the employer shall desire or is required by law.

c) The employee hereby assigns and agrees to assign to the employer all of his rights to such materials, to applications thereon and for U.S. and/or foreign registrations, trademarks, or copyrights granted upon such material.

d) The employee shall acknowledge and deliver promptly to the employer without charge to the employer but at its expense, such testimony in support of the employer's registrations, trademarks, or copyrights as may be necessary in the opinion of the employer to obtain and maintain U.S. and/or foreign registration, trademark, or copyright and to vest the entire right to title to the employer.

3. The employer shall have the royalty free right to use in its business and to make, use, and sell products, processes, and/or services derived from any inventions, material, discoveries, concepts, and ideas, whether or not patentable or registrable, including, but not limited to, processes, methods, formulae, and techniques as well as improvements thereof or know-how related thereto, which are not within the scope of inventions or materials defined herein but which are conceived or made by the employee during the period in which he is employed by the employer or with the use or assistance of the employer's facilities, materials, or personnel.

4. Disclosure of information.

a) Except as required in duties to the employer, the employee will not, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the employer's or its customers' products, processes, and services, including information relating to research, development, design, inventions, manufacture, purchasing, accounting, engineering, personnel, marketing, merchandising, and selling (hereinafter called "Confidential Information").

b) The employee will not trade or have the appearance of trading the employers stock based on any company inside information.

c) Safeguards - The employee agrees to take reasonable safeguards to protect and respect the employer's confidential and technical information such as:

i) Accessing only such information as is necessary to perform his function and limiting access of information under his control to only such other employees as is necessary to perform their functions.

ii) All documents, drawings, and writings which contain the employer's technical information shall be maintained in a locked file separate and apart from other information in the employee's possession and shall be removed therefrom only as needed to carry out the purposes authorized by performance of employee's duties and responsibilities.

d) Upon termination of employment with the employer, all documents, records, notebooks, and similar repositories of or containing Confidential Information, including copies thereof, then in the employee's possession, whether prepared by him or others, will be left with the employer.

e) The employee agrees that during employment at Micron, or within one year of termination of employment (either voluntary or involuntary), the employee will not initiate contact with any Micron employee for purposes of recruiting that employee, or any other Micron employee, for an employment opportunity in the semiconductor or related industries. The employee also will not give out the names, addresses, phone numbers or other pertinent information concerning Micron employees to any company, individual, or third party for the purposes of recruiting said employees.

This agreement has been read, understood, and is agreed to:

9/14/94
Date


Employee

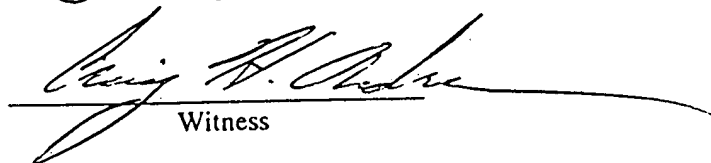

Witness



Exhibit B

State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MICRON DISPLAY TECHNOLOGY, INC.", A IDAHO CORPORATION,
WITH AND INTO "MICRON TECHNOLOGY, INC." UNDER THE NAME OF
"MICRON TECHNOLOGY, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE THE SEVENTEENTH DAY OF SEPTEMBER, A.D. 1997, AT
2:30 O'CLOCK P.M.



Edward J. Freel, Secretary of State

AUTHENTICATION:



CERTIFICATE OF MERGER
MERGING
MICRON DISPLAY TECHNOLOGY, INC.,
an Idaho corporation,
WITH AND INTO
MICRON TECHNOLOGY, INC.
a Delaware corporation

*In accordance with Section 252 of the
General Corporation Law of Delaware*

The undersigned, Steven R. Appleton, President and Chief Executive Officer, and Roderic W. Lewis, Vice President - Legal Affairs, General Counsel and Corporate Secretary of Micron Technology, Inc., a Delaware corporation,

DO HEREBY CERTIFY:

1. The name and state of incorporation of each of the constituent corporations are Micron Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and Micron Display Technology, Inc., a corporation organized and existing under the laws of the State of Idaho ("MDT"). The authorized capital stock of MDT is 30,000,000 shares of common stock, par value \$0.10 per share.
2. An Agreement and Plan of Merger, dated as of August 29, 1997 (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 252 of the Delaware General Corporation Law (the "DGCL").
3. The name of the surviving corporation (the "Surviving Corporation") in the merger is Micron Technology, Inc.
4. An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation, as follows:

Micron Technology, Inc.
8000 South Federal Way
Boise, Idaho 83704
Attention: General Counsel
5. That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the constituent corporations.
6. The Merger shall become effective at 12:01 a.m., Mountain Time, on the date this Certificate of Merger is filed with the Secretary of State of the State of Delaware.

